



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **PD-6**

March 20, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**HAZARD ELIMINATION SAFETY PROGRAM  
MICHILLINDA AVENUE AT CALIFORNIA BOULEVARD/SUNSET BOULEVARD  
CITY OF ARCADIA-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

Authorize the Director of Public Works, or his designee, to negotiate and execute a cooperative Agreement with the City of Arcadia, substantially in the same form as the enclosed draft cooperative Agreement, to modify traffic signals to include protected left-turn phasing for the north and south approaches of Michillinda Avenue at the intersection of California Boulevard/Sunset Boulevard jurisdictionally shared between the City of Arcadia and the County. Under the terms of the Agreement, the County will perform the preliminary engineering, contract administration, construction inspection and engineering, materials testing, construction survey, utility engineering and relocation, traffic detour, traffic signal time-space diagrams, and final signing for the proposed project, under the Federal Hazard Elimination Safety (HES) Program.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County proposes to modify traffic signals to include protected left-turn phasing for the north and south approaches of Michillinda Avenue at the intersection of California Boulevard/Sunset Boulevard, including replacing or installing traffic signal poles, signal mast arms, luminaire mast arms (including safety lights), pedestrian heads, vehicle heads, pedestrian pushbuttons, loops, and wiring, which is jurisdictionally shared between the City of Arcadia and the County.

Your Board's authorization for the Director of Public Works, or his designee, to negotiate and execute a cooperative Agreement with the City of Arcadia is necessary for the delegation of responsibilities and cooperative financing related to this project.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence. By modifying the traffic signals, residents of the City of Arcadia and the unincorporated County areas who travel through this intersection will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

This project will be administered under the Federal HES Program covered by Agreement No. 71078 with the State of California. Under this Program, Federal-aid funds will be used to finance a portion of the project cost.

A portion of this project is within the City of Arcadia. The enclosed County-City Cooperative Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal HES Program, with the City and the County to finance their respective non-Federally reimbursable local agency shares of the project cost. This project is included in the Fiscal Year 2006-07 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Agreement, which has been approved by County Counsel, provides for the County to perform the preliminary engineering for the improvements and administer the construction of the project with the City and the County to finance their respective jurisdictional shares of the cost of project.

The Honorable Board of Supervisors  
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### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Section 15301 (c) of the California Environmental Quality Act guidelines.

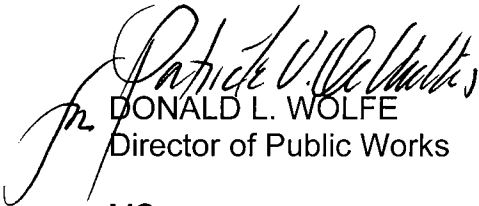
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Michillinda Avenue is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

### **CONCLUSION**

Upon approval, please return three adopted copies of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF ARCADIA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## W I T N E S S E T H

WHEREAS, Michillinda Avenue is on the Highway Element of CITY'S General Plan; and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to modify traffic signals to include protected left-turn phasing for the north and south approaches of Michillinda Avenue at California Boulevard/Sunset Boulevard, including replacing or installing traffic signal poles, signal mast arms, luminaire mast arms (including safety lights), pedestrian heads, vehicle heads, pedestrian push buttons, loops, and wiring, which work is hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering, contract administration, construction inspection and engineering, materials testing, construction survey, utility engineering and relocation, traffic detour, traffic signal time-space diagrams, and final signing and striping for PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the Federal Hazard Elimination Safety (HES) Program.

WHEREAS, COST OF PROJECT (as defined below) is currently estimated to be One Hundred Seven Thousand Five Hundred and 00/100 Dollars (\$107,500.00) with Federal reimbursement estimated to be Ninety-Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$96,750.00) for PROJECT; and

WHEREAS, CITY and COUNTY are both willing to finance their respective shares of the non-Federally reimbursable local agency portion of COST OF PROJECT with the CITY'S share currently estimated to be Four Thousand Thirty-One and 00/100 Dollars (\$4,031.00) and the COUNTY'S share being Six Thousand Seven Hundred Nineteen and 00/100 Dollars (\$6,719.00).

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. The COST OF PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; utility engineering and all other necessary work prior to advertising of PROJECT for construction bids; and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the cost of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, coordination timing for traffic signals within PROJECT limits, utility engineering and relocation, traffic detour, and final signing and striping, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- d. LOCAL SHARE OF COSTS, as referred to in this AGREEMENT, shall consist of COST OF PROJECT less any reimbursement received by COUNTY under the Federal HES Program.

(2) CITY AGREES:

- a. To finance its share of LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a. below.
- b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance its share of LOCAL SHARE OF COST, currently estimated to be Four Thousand Thirty-One and 00/100 Dollars (\$4,031.00). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.

- c. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructures and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction of PROJECT. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign to COUNTY all prior rights over utility companies and owners of substructures and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- d. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- e. To grant COUNTY permission to occupy and use the public streets in CITY to construct PROJECT.
- f. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, contract administration, right-of-way acquisition, right-of-way certification, construction inspection and engineering, materials testing, construction survey, utility engineering and relocation, traffic detour, traffic signal time-space diagrams, and final signing and striping, and all other work necessary to complete PROJECT under the Federal HES Program.
- b. To obtain, if necessary, any temporary or permanent right of way within the City necessary for the construction of PROJECT.
- c. To apply for Federal HES funding to finance a portion of COST OF PROJECT.
- d. To finance COUNTY'S share of LOCAL SHARE OF COSTS, pursuant to paragraph (4) a. below, the amount of, which is to be determined by a final accounting of PROJECT cost.

- e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.
- g. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual COST OF PROJECT including an itemization of actual unit costs and actual quantities for COST OF PROJECT.
- h. Upon completion of PROJECT, to maintain in good condition all improvements constructed as part of PROJECT within COUNTY'S and CITY'S JURISDICTION per the terms of Agreement No. 41096 currently in effect, between CITY and COUNTY, adopted by the Board of Supervisors on February 23, 1982.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of LOCAL SHARE OF COSTS shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done within their respective JURISDICTIONS.
- b. If CITY'S deposit, as set forth in paragraph (2) b. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S payment.
- c. If CITY'S share of LOCAL SHARE OF COSTS, based upon the final accounting, exceeds CITY'S deposit as set forth in paragraph (2) b. above, COUNTY shall make a demand for the additional amount and CITY shall either pay to COUNTY the additional amount or, if CITY disputes the additional amount demanded, follow the procedure set forth in paragraph (4) f. below, for dealing with discrepancies. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY. Conversely, if CITY'S share of LOCAL SHARE OF COSTS, based on the final accounting, is less than CITY'S payment, COUNTY shall refund the difference to CITY within sixty (60) calendar days after completion of final accounting of the actual total COST OF PROJECT.
- d. If CITY'S final payment, as set forth in paragraph (4) c. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled

to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.

- e. If CITY'S final payment, as set forth in paragraph (4) c. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice for the COST OF PROJECT prepared by COUNTY and delivered to CITY and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of delivery to CITY of said invoice. Undisputed charges shall be deducted from CITY'S deposit. COUNTY shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY must submit justification to COUNTY for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification. If not, previously disputed charges shall then be deducted from CITY'S deposit and any remaining deposit shall be refunded to CITY within sixty (60) calendar days.
- g. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' City Engineer or their delegates.



- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Phillip Wray  
City Engineer  
City of Arcadia  
240 West Huntington Drive  
Arcadia, CA 91007

COUNTY: Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- l. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- m. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF ARCADIA on \_\_\_\_\_, 2007, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2007.

COUNTY OF LOS ANGELES

ATTEST:

By \_\_\_\_\_  
Chairman, Board of Supervisors

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

CITY OF ARCADIA

By \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Attorney